

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JERRY LEE KING,

Plaintiff,

v.

B. GATES, et al.

Defendants.

No. 1:23-cv-01245-KES-SAB (PC)

ORDER DENYING PLAINTIFF'S MOTION  
FOR INJUNCTIVE RELIEF FOR BREACH  
OF CONTRACT

(ECF No. 32)

On February 4, 2025, this action was terminated pursuant to the parties' stipulation for voluntary dismissal following a successful settlement conference before Magistrate Judge Helena M. Barch-Kuchta. (ECF Nos. 25, 26, 27.)

On July 21, 2025, Plaintiff filed a request to enforce the settlement agreement indicating that he yet to receive the settlement funds. (ECF No. 28.) Following the court's order, Defendants filed a response to Plaintiff's request on July 29, 2025. (ECF Nos. 29, 30.)

On July 30, 2025, the Court denied Plaintiff's motion as premature because the deadline for Defendants to tender the settlement funds had yet to expire and was scheduled to be paid by the 180-day deadline. (ECF No. 31.)

On August 22, 2025, Plaintiff filed a motion for injunctive relief for breach of contract. (ECF No. 32.) On August 25, 2025, the Court directed Defendants to file a response to Plaintiff's motion. (ECF No. 33.) Defendants filed a response on September 4, 2025. (ECF No. 35.)

1 In his motion, dated August 14, 2025, Plaintiff states that he has not received his  
2 settlement payment. Plaintiff's motion is dated August 14, 2025. (ECF No. 32 at 2.) Defense  
3 counsel submits that she "contacted CDCR's settlement coordinator via e-mail to inquire about  
4 status of the settlement payment." (Trenbeath Decl. ¶ 8.)

5 On September 3, 2025, the settlement coordinator sent defense counsel a copy of  
6 Plaintiff's inmate trust account statement, which shows that the settlement amount was  
7 deposited to Plaintiff's trust account on August 18, 2025, with "Receipt#/Check#" reflected as "12664."

8 (Id.) "The settlement coordinator also informed defense counsel that CDCR's Office Revolving  
9 Fund (ORF) processed the settlement check on August 4, 2025, in preparation for deposit into  
10 Plaintiff's trust account." (Id.) Accordingly, because CDCR processed the settlement check on  
11 August 4, 2025, a good faith effort was made to pay the settlement amount within 180 days  
12 from February 6, 2025. (Id.) In addition, as of August 18, 2025, the settlement funds have been  
13 available to Plaintiff. (Id.) Accordingly, based on defense counsel's representation, made under  
14 penalty of perjury, along with a copy of Plaintiff's trust account statement which reflects a  
15 settlement fund deposit on August 18, 2025 (ECF No. 37), there is no basis to find that  
16 Defendants breached the settlement agreement. Because Defendants submit that the settlement  
17 funds have been deposited in Plaintiff's trust account, there is nothing left to enforce under the  
18 agreement. In addition, Plaintiff demonstrates no prejudice by the fact that the funds posted to his  
19 account on August 18, 2025. Accordingly, Plaintiff's motion for injunctive relief is DENIED.

20 IT IS SO ORDERED.

21  
22 Dated: September 8, 2025



23 STANLEY A. BOONE  
24 United States Magistrate Judge  
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